सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA54892282129577U
Certificate Issued Date	:	12-Oct-2022 01:09 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ YELAHANKA5/ KA-GN
Unique Doc. Reference	:	SUBIN-KAKACRSFL08188516798009 31U
Purchased by	:	VINAY ENTERPRISES
Description of Document	:	Article 12 Bond
Description	:	WORK AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER PROJECT DIVISION YELAHANKA
Second Party	:	VINAY ENTERPRISES
Stamp Duty Paid By	:	VINAY ENTERPRISES
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

ANUVARDOI CREDIT CO-OPERATIVE LTD. Reg.No. AR-44-RGN163 46230/15-16 Yelahanka Bangalore-64 Sign.....

No. EE/Project/AG No: 37 /2022-23 DATED: 09/11/2022

Agreement

This agreement, made on the day of 09/11/ **2022**, between Bruhat Bangalore Mahanagara Palike represented by **The Executive Engineer, Project division, Yelahanka, NH-7 Road. Bangalore-92** (hereinafter called "the Employer") of the one part **Sri. M Vinay Kumar, (M/s Vinay Enterprises) No 520, Yelahanka New Town, Chikkabommasandra, 1st Main Bangalore - 560064** (hereinafter called "the Contractor") of the other part.

Whereas the BBMP is desirous that the Contractor execute the work of "**Upgradation of Musicial Fountain and Other Developmental works in Kempegowda Park In Ward No.04 of Yelahanka Satellite Town Sub Division**" Tender Notification No: **BBMP/YNK/EE (Project)/TEND/06/2021-22, Dated: 17/08/2021 and BBMP/2021-22/EL/WORK_INDENT48126** (hereinafter called "the Works") and the Govt has accepted the Tender by the Contractor as per **Govt Order No. UDD 38 MNY 2022, Bangalore Dt: 30-08-2022** has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of **Rs. 1,00,90,519.00 (Rupees One Crore Ninety Thousand Five Hundred and Nineteen Only) which works out to be (+) 4.97% above on SR** and Applicable GST Charges. The contractor has submitted the Security Deposit of FSD 3% **Rs. 3,05,000.00/-** paid through FDR vide No. 107498 Dt: 22/08/2022 Canara Bank, Yelahanka New Town Branch, Bangalore. The Completion of the said project is 09 months including monsoon. The defect liability period for the above work is 12 months from the date of completion of the work.

NOW THIS AGREEMENT WITNESSETH as follows:

1.In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2.In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3.The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4.The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

1. Letter of Acceptance;
2. Notice to proceed with the works;
3. Contractor's Tender;
4. Contract Data;
5. Conditions of contract (including Special Conditions of Contract);
6. Specifications;
7. Drawings;
8. Bill of Quantities; and
9. Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written. The Common Seal of The Executive Engineer (Project division), Yelahanka Zone, BBMP was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

The Executive Engineer (Project division), Yelahanka Zone in the presence of:

Binding Signature of Employer

Binding Signature of Contractor